



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Contract and to Negotiate and Execute Contract Extensions for Tree Trimming for Fiscal Year 2011/12 with West Coast Arborists, Inc., of Anaheim (\$27,525)

MEETING DATE: June 15, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute contract and to negotiate and execute contract extensions for tree trimming for Fiscal Year 2011/12 with West Coast Arborists, Inc., of Anaheim, in the amount of \$27,525.

BACKGROUND INFORMATION: This project provides for structural pruning, maintenance trimming, emergency calls and tree removals of City trees at various locations for FY 2011/12. The objective of this contract is to improve the health of our urban forest and reduce costs associated with the effort.

While the grid pruning performed over the past several years has been effective, staff has determined a more aggressive effort is needed on certain trees to maintain their health. This determination has been reinforced recently when much of the annual tree trimming budget was spent on emergency tree and limb removals due to storm-related damages, thereby reducing the available funding for grid pruning. The contract will be for one year with two options for renewal if mutually agreeable.

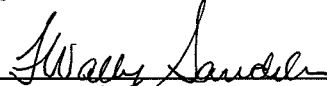
The specifications were approved on March 2, 2011. Of the 17 bid packets issued, the City received the following five bids on March 28, 2011:

Bidder	Location	Bid
West Coast Arborists, Inc.	Anaheim	\$27,525
Berndt Tree Service	Lodi	\$81,665
The Professional Tree Company	Berkeley	\$60,985
Jensen Tree Service, Inc.	San Jose	\$32,625
A Plus Tree, Inc.	Vallejo	\$31,662

FISCAL IMPACT: Regular tree maintenance will reduce claims resulting from falling trees and/or limbs upon private property.

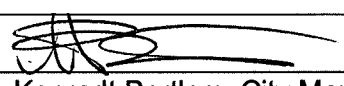
FUNDING AVAILABLE: Streets and Drainage operating account (3215036): \$27,525


Jordan Ayers
Deputy City Manager/Internal Services Director


F. Wally Sandelin
Public Works Director

Prepared by Curt Juran, Streets and Drainage Superintendent
FWS/CJ/pmf
cc: Charlie Swimley, Deputy Public Works Director – Utilities
Curt Juran, Streets and Drainage Superintendent

APPROVED:


Konradt Bartlam, City Manager

THIS CONTRACT, made by and between the CITY OF LODI, State of California, herein referred to as "**City**" and **WEST COAST ARBORISTS, INC.**, herein called "**Contractor.**"

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete contract consists of the following documents, which are filed in the Public Works Department, which are incorporated herein by this reference, to-wit:

Notice Inviting Bids
Information to Bidders
General Provisions
Special Provisions
Bid Proposal
Contract
Contract Bond

The July 1992 Edition Standard
Specifications, State of California
Business and Transportation Agency,
Department of Transportation

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the City and under the condition expressed in the bond bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to perform and complete in a good workmanlike and substantial manner and to the satisfaction of the City as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.000, of the General Stipulations, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV And the Contractor agrees to receive and accept the following prices as full compensation for furnishing the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until it's acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to complete any or all of the bid items such as structural pruning, crown raising and/or crown reduction, mistletoe removal, cleaning and light thinning, and palm tree pruning as specified in the bid summary. All work shall be completed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. Special projects that are difficult to access require the need for specialty equipment (i.e., crane), service request pruning, or pruning to reduce and/or pruning to restore would fall under Crew Rental.

TREE TRIMMING 2011-2012 CONTRACT SUMMARY

CONTRACT ITEM 1. FULL PRUNE BASED ON SERVICE OR SPECIAL REQUESTS

Trees requiring service to rectify a specific problem, such as blocked street lighting or signs, right-of-way clearance for utility lines, or broken limbs, will be performed as a "Service Request."

13"	-	18"	dbh	Per Tree	\$100.00	x 5 Trees	\$500.00
19"	-	24"	dbh	Per Tree	\$175.00	x 5 Trees	\$875.00
25"	-	30"	dbh	Per Tree	\$225.00	x 5 Trees	\$1,125.00
		31"	dbh & over	Per Tree	\$225.00	x 5 Trees	\$1,125.00
Total Contract Item 1.							\$3,625.00

CONTRACT ITEM 2. CLEARANCE PRUNE

Trees will be raised to a standard height established by the City for the purpose of creating adequate room for utility vehicles, paving equipment, pedestrian traffic, clearance for buildings and signs in accordance with standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards under "Pruning to Raise." Clearance prunes are performed on a street-by-street basis.

Small, Medium & Large trees	Per tree	\$30.00	X 100 Trees	\$3,000.00
Total Contract Item 2.				\$3,000.00

CONTRACTITEM 3. PALM TREE TRIMMING

Standard trimming of Palms shall consist of the removal of all dead and live fronds as well as fruit. The remaining healthy fronds will be situated at an upward thirty degree (30°) angle in relation to a horizontal plane at the head of the palm tree.

Work shall be in accordance with standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards.

Trim Date Palm trees	Per tree	\$50.00	X 50 Trees	\$2,500.00
Trim Fan Palm trees	Per tree	\$50.00	X 50 Trees	\$2,500.00
Total Contract Item 3.				\$5,000.00

Tree and Stump Removal up to 29"	Per dbh inch	\$35.00	x 5	\$175.00
Tree and Stump Removal over 30"	Per dbh inch	\$55.00	X 5	\$275.00
Tree Removal only up to 29"	Per dbh inch	\$25.00	X 5	\$125.00
Tree Removal only over 30" dbh	Per dbh inch	\$45.00	X 5	\$225.00
Stump Removal only per diameter inch		\$20.00	X 5	\$100.00
Total Contract Item 4.				\$900.00

CONTRACT ITEM 5. CREW RENTAL

The standard crew is three (3) men, one chipper truck, one chipper, one aerial tower, and all necessary hand tools. The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work such as hanging flags, changing light bulbs, or pruning specific trees requiring immediate attention prior to their scheduled prune.

Crew Rental	Per hour	\$120.00	X 50 Hours	\$6,000.00
Total Contract Item 5.				\$6,000.00

CONTRACT ITEM 6. EMERGENCY RESPONSE

Contractor shall respond to emergency calls on a 24-hour basis. Emergency work will begin on-site within two (2) hours from the time of notification from the City. The crew will do what is necessary to render the hazardous tree or tree-related condition safe.

Emergency Response	Per hour	\$180.00	X 50 Hours	\$9,000.00
Total Contract Item 6.				\$9,000.00

CONTRACT ITEM 7. SPECIALTY EQUIPMENT

22 – 25 Ton Crane with Certified Operator meeting accreditation as set for in the California Labor Code, Title 8, Subchapter 7. General Industry Safety Orders, Group 13. Cranes and Other Hoisting Equipment, Article 98. Operating Rules, \$5006.1. Mobile Crane and Tower Crane-Operator Qualifications and Certification.

22 – 25 Ton Crane with Certified Operator	Per hour	\$100.00
95 Foot Tower	Per hour	\$100.00
Front End Loader	Per hour	\$100.00
Dump Truck, 25 Ton Transfer	Per hour	\$100.00

CONTRACT ITEM 8. ARBORIST SERVICES

Arborist Services	Per hour	\$100.00
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TOTAL CONTRACT ITEM SUMMARY

BID ITEM		TOTAL BID ITEM
1. Full Prune Based on Service or Special Requests		\$3,625.00
2. Clearance Prune (Price per tree times 100 trees)		\$3,000.00
3. Palm Tree Trimming		\$5,000.00
4. Tree and Stump Removal		\$900.00
5. Crew Rental (Price per hour times 50)		\$6,000.00
6. .Emergency Response (Price per hour times)		\$9,000.00
TOTAL (Contract Items through 6)		\$27,525.00
7. Specialty Equipment (Per hour) Not to be included in bid tabulation.	\$100.00	
8. Arborist Services(Per hour) Not to be included in bid tabulation.	\$100.00	

ARTICLE V By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within the allotted number of working days.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first written below.

CONTRACTOR

Dated: _____

Authorized Signature

Title

TYPE OF ORGANIZATION
(Individual, Partnership or Corporation)

(Affix corporate seal if Corporation)

Address

()
Telephone

CITY OF LODI
a Municipal corporation

Konradt Bartlam
City Manager

Attest:

Randi Johl, City Clerk

Approved as to Form:

D. Stephen Schwabauer
City Attorney



RESOLUTION NO. 2011-89

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE CONTRACT AND TO
NEGOTIATE AND EXECUTE CONTRACT EXTENSIONS FOR
TREE TRIMMING FOR FISCAL YEAR 2011/12

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WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on March 28, 2011, at 11:00 a.m., for tree trimming for fiscal year 2011/12 described in the specifications therefore approved by the City Council on March 2, 2011; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

Bidder	Bid
West Coast Arborists, Inc.	\$27,525
A Plus Tree, Inc.	\$31,662
Jensen Tree Service, Inc.	\$32,625
The Professional Tree Company	\$60,985
Berndt Tree Service	\$81,665

WHEREAS, staff recommends awarding the contract for tree trimming for fiscal year 2011/12 to the low bidder, West Coast Arborists, Inc., of Anaheim, California, in the amount of \$27,525 and authorizing the City Manager to negotiate and extend the contract twice if in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the contract for tree trimming for fiscal year 2011/12 with the low bidder, West Coast Arborists, Inc., of Anaheim, California, in the amount of \$27,525; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to negotiate and execute up to two one-year contract extensions if in the best interest of the City.

Dated: June 15, 2011

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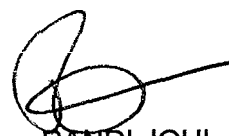
I hereby certify that Resolution No. 2011-89 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 15, 2011, by the following vote:

AYES: COUNCIL MEMBERS - Hansen, Katzakian, Mounce, Nakanishi, and Mayor Johnson

NOES: COUNCIL MEMBERS - None

ABSENT: COUNCIL MEMBERS - None

ABSTAIN: COUNCIL MEMBERS - None


RANDI JOHL
City Clerk